

Exhibit 5

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United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

☒ PG&E Corporation (19-30088)

☐ Pacific Gas and Electric Company (19-30089)

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

Part 1: Identify the Claim

1. Who is the current creditor?	City of San Jose Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? City of San Jose Attn: Richard Doyle, City Attorney 200 East Santa Clara Street, 16th Floor Tower San Jose, CA 95113-1905 cc: Ed Moran, Assistant City Attorney Luisa Elkins, Senior Deputy City Attorney Contact phone (408) 535-1900 Contact email _____	Where should payments to the creditor be sent? (if different) same Contact phone _____ Contact email cao.main@sanjoseca.gov
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ See attached Exhibit A Does this amount include interest or other charges?
☐ No See Exhibit A attached hereto
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See attached Exhibit A

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____% (to be determined)
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No But see attached Exhibit A
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

- 1) Plus attorneys' fees, interest, and late charges on all amounts stated in this Proof of Claims, as applicable.
2) See Exhibit A attached hereto for additional terms and additional claim amounts pertaining to this claim.

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 6005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/21/19 (mm/dd/yyyy)


Signature

Print the name of the person who is completing and signing this claim:

Name	Ed	Moran
	First name	Last name
Title	Assistant City Attorney	
Company	City of San Jose	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	200 East Santa Clara Street - 16th Floor Tower	
	Number	Street
	San Jose	CA 95113-1905
	City	State ZIP Code
Contact phone	408-535-1900	Email ed.moran@sanjoseca.gov

**EXHIBIT A TO CITY OF SAN JOSE (“CLAIMANT”)
PROOF OF CLAIM – GENERAL UNSECURED CLAIM**

1. Claimant’s currently identified claims are listed below in paragraphs A through D. Additional possible claims are referenced in paragraphs 2 and 3. Claimant reserves the right to amend, supplement or modify all of its claims, including (i) to add interest, penalties and attorneys’ fees, and (ii) to add additional claims, at any time, as additional information or circumstances warrant.

A. In May 2017, the San Jose City Council unanimously voted to create San Jose Clean Energy (“SJCE”), a community choice aggregation (“CCA”) program that provides electric generation, including cost-competitive clean electricity, product choice, price stability, energy efficiency, and greenhouse gas emission reductions to residents of San Jose. SJCE initiated customer service on February 1, 2019 and is currently servicing commercial and residential customer accounts within Debtor’s service territory via contracts with Debtor, using transmission and distribution lines that Debtor owns, maintains, and operates. Except as set forth in paragraph 2 below, Claimant is presently unaware of any claims arising out of the SJCE relationship. If such claims materialize, Claimant will amend this claim and/or file administrative priority claims, as appropriate.

B. \$32,842.68 invoice for permit fees, invoice no. 1163775, dated 1/10/19. Copy of invoice attached.

C. \$25,768.33 invoice for property damage, invoice no. 1136983, dated 8/25/15. Copy of invoice attached.

D. Any amount of Claimant’s “Utility Users Tax” claim that is disallowed as a priority claim.

2. Claimant believes it will have damage claims arising from Debtor’s “Public Safety Power Shut-off” (“PSPS”) on or about October 9-11, 2019. Claimant believes these claims will be administrative priority claims under Bankruptcy Code section 503 but will assert such claims both as a general unsecured claim, as an amendment to this Proof of Claim, and as an administrative priority claim. These claims will include an indemnity and/or contribution claim for amounts, if any, that Claimant is required to pay to its customers who were deprived of power by Debtor’s PSPS.

3. Claimant will amend this claim to add amounts due and damages, if any, arising from Debtor’s failure to perform its obligations under leases.

4. Claimant believes that Debtor has copies of all documents supporting the claims in paragraph 1.A. These documents are voluminous and contain confidential information. Accordingly, Claimant is not attaching copies of the claim documents here. Such documents are available to Debtor upon request, if necessary and subject to appropriate confidentiality protections, to assist Debtor in reviewing these claim amounts.

5. The claim amounts in paragraphs 1.B. and 1.C. include interest and penalties in accordance with municipal law provisions. Interest and penalties are continuing to accrue.

Certain of Claimant's agreements and applicable municipal law provisions also require Debtor to pay Claimant's attorneys' fees. Claimant will amend this claim to add attorneys' fees and to add accruing interest and penalties.

6. Claimant reserves the right to amend, supplement or modify this claim at any time, as additional information or circumstances warrant.

7. To the extent that Debtor asserts claims against Claimant, Claimant reserves the right to assert that such claims are subject to rights of setoff and/or recoupment, whether or not arising under the services and goods transactions that are the subject of this Proof of Claim, which rights may be treated as secured claims under the Bankruptcy Code, state and federal laws of similar import, as well as in equity.

8. To the extent that Debtor or any other party takes any action that would give rise to a counterclaim or other rights or claims that Claimant may have against Debtor, Claimant reserves all of its rights. In filing this claim, Claimant does not waive, and specifically reserves, all procedural and substantive defenses to any claim that may be asserted against Claimant by Debtor, by any trustee, or by any other party.

9. The filing of this Proof of Claim is not and shall not be deemed or construed as: (i) a waiver, release or limitation of Claimant's rights against any person, entity, or property; (ii) a waiver, release or limitation of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court; (iii) a waiver of Claimant's right to move to withdraw the reference with respect to the subject matter of this claim, any objection thereto and/or other proceeding which may be commenced in this case against or otherwise involving Claimant; or (iv) a consent by Claimant to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

City of San José
200 E Santa Clara St, 13th Floor
San Jose, CA 95113

Debtor Number: 93916
Invoice Number: 1163775
Invoice Date: 01/10/2019

ATTN: EPWC-TEAM
PACIFIC GAS & ELECTRIC CO
308 STOCKTON AV
SAN JOSE, CA 95126

**TERM NET- PAYMENT BECOMES
DELINQUENT 30 DAYS AFTER INVOICE
DATE UNLESS OTHERWISE NOTED.
FAILURE TO PAY THE TOTAL AMOUNT
DUE BY THE DUE DATE CAN BE SUBJECT
TO PENALTIES, INTEREST, AND FEES.**

INVOICE FOR THE PAYMENT OF PERMIT FEES ASSOCIATED WITH YOUR COMPANY'S PLANS
SUBMITTED TO THE CITY OF SAN JOSE PUBLIC WORKS-UTILITIES SECTION FOR PERMITTING. THE
PERMIT FEES INCLUDE STAFF TIME SPENT ON PLAN REVIEW, PERMIT ISSUANCE, AND INSPECTION
SERVICES FOR
DEC 2018
PAYMENT DUE 30 DAYS FROM INVOICE DATE

Account: Public Works

001420000003506	COLLECTION ADMIN FEE	\$25.25
001490201207143	AR PENALTIES	\$25,994.00
001490301207143	AR INTEREST	\$6,823.43
Balance:		\$32,842.68

Questions regarding the bill call: EILBRET MIRZAPOUR 408-793-5505
Questions regarding payment call: Revenue Management (408) 535-7055

Please return this portion with your payment in the enclosed envelope



Payment Options:

Pay online: Go to www.csjfinance.org and select the appropriate link under the Make A Payment section.
By Mail: 200 E Santa Clara St., 13th Floor, San Jose, CA 95113 Make check payable to: City of San Jose
In Person: City Hall 200 E. Santa Clara Street, Tower, 1st Floor. Cashier's Window
By Phone: 408-535-7055 Credit or Debit Cards accepted

Debtor Number: 93916

ATTN: EPWC-TEAM
PACIFIC GAS & ELECTRIC CO
308 STOCKTON AV
SAN JOSE, CA 95126

Revenue Plus#:

Invoice No.	Citation No.	Amount Due	Amount Enclosed
1163775		\$32,842.68	

City of San José
200 E Santa Clara St, 13th Floor
San Jose, CA 95113

Debtor Number: 82059
Invoice Number: 1136983
Invoice Date: 08/25/2015

PG&E
1850 GATEWAY BL 6TH FLOOR
CONCORD, CA 94520

**TERM NET- PAYMENT BECOMES
DELINQUENT 30 DAYS AFTER INVOICE
DATE UNLESS OTHERWISE NOTED.
FAILURE TO PAY THE TOTAL AMOUNT
DUE BY THE DUE DATE CAN BE SUBJECT
TO PENALTIES, INTEREST, AND FEES.**

REQUESTING REIMBURSEMENT OF PROPERTY DAMAGE COSTS
NAME: PG&E
ATTENTION: LAW CLAIMS
PM#: 31018865
DATE OF INCIDENT: 9/4/2013
LOCATION: MONTEREY RD FROM PALMWELL WAY TO BERNAL RD
DAMAGE: CITY OF SAN JOSE'S SIGNAL COMMUNICATIONS CABLE SEGMENT
INSURANCE CARRIER: SELF-INSURED

Account: Finance

001490301207143	AR INTEREST	\$387.06
001510000017440	PROPERTY SUBROGATION RECOVERY	\$25,381.27
Balance:		\$25,768.33

Questions regarding the bill call: RONA ABELLA 408-795-3112
Questions regarding payment call: Revenue Management (408) 535-7055

Please return this portion with your payment in the enclosed envelope



Payment Options:

Pay online: Go to www.csifinance.org and select the appropriate link under the **Make A Payment** section.
By Mail: 200 E Santa Clara St., 13th Floor, San Jose, CA 95113 Make check payable to: City of San Jose
In Person: City Hall 200 E. Santa Clara Street, Tower, 1st Floor, Cashier's Window
By Phone: 408-535-7055 Credit or Debit Cards accepted

Debtor Number: 82059

PG&E
1850 GATEWAY BL 6TH FLOOR
CONCORD, CA 94520

Revenue Plus#: 233175

Invoice No.	Citation No.	Amount Due	Amount Enclosed
1136983		\$25,768.33	